

ARS NAUTIKA d.o.o.

52400 Poreč, 43. Istarske divizije 31

Base office: MARINA HARBOUR POREC, Turističko šetaliste 9

Tel: 052/434-668; Mob: 091 25 35 123; Fax: 052/434-292;

Ziro račun : 2380000-1102016137 – Zagrebačka banka d.d.

OIB 51621120114 MB 02007975

Swift_ZABHR2X, IBAN HR2023600001102016137

arsnautika@hotmail.com ; www.arsnautika.com

**GENERAL TERMS AND CONDITIONS FOR BOAT CHARTER AT ARS NAUTIKA D.O.O.****1. RENTAL PRICE**

The rental price includes the use of the fully equipped boat, boat insurance exceeding the agreed upon deposit and personal insurance for the crew. The rental price does not cover costs of fuel and other necessities, the fee for the owner's or leaser's crew and other additional services, marina costs and mooring berth.

Ars Nautika d.o.o. isn't obliged to ensure the Lessee a parking place for a car during the rental period.

2. METHOD OF PAYMENT

1. 30% of the rental price upon approval of Contract

2. 70% at the rental day

The above-described method of payment cannot be changed without Ars Nautika d.o.o. approval. The final calculation will be done in the presence of the representative(s) of the boat owner upon return of the rented boat to the agreed upon final destination.

3. OBLIGATIONS OF THE LESSEE

a). The Lessee agrees to drive in Croatian territorial waters only. In order to leave Croatian territorial waters, the Lessee must obtain written permission from Ars Nautika d.o.o. before confirmation of the boat rental. The Lessee agrees not to rent or lend the boat to any other person, not to use the boat in any competition(s), not to use the boat for commercial purposes, such as, commercial fishing, sailing or training courses etc., and not to use the boat in unfavorable weather conditions.

b). The Lessee is required to observe all Customs and other rules and regulations, to keep a boat log and to operate the boat and equipment with utmost care. If a Skipper is not needed, either the Lessee or one of the crewmembers must have a valid boat leader's license in order to handle the boat and must be nominated as Skipper.

c). The Skipper is responsible for all violations of navigation and other regulations, even after the rental.

4. BOAT DOCUMENTS

The Lessee will receive all valid documents needed for rental and is required to take proper care of them during the rental period.

5. BEGINNING OF THE RENTAL

Ars Nautika d.o.o. is responsible to ensure that the boat is clean and tidy, ready (full gas and water tanks) and fully equipped. During the entire rental period, the boat remains the property of Ars Nautika d.o.o. Prior to signing this Agreement, the Lessee is required to inspect the general condition of the boat and to verify the equipment and inventory list. All defects and shortcomings on the boat and equipment not revealed before the boat rental, do not entitle the Lessee to demand discount rental prices.

6. DEPOSIT

Prior to the rental, the Lessee is required to put down a security deposit at Ars Nautika d.o.o. in the amount determined by this Agreement (the deposit can be made in cash). The deposit will be returned in full to the Lessee provided that the boat is returned on time, clean and tidy, not damaged and gas tank(s) is/are full. Even if

the boat rental includes the a Skipper of Ars Nautika d.o.o., the Lessee is required to put down a deposit that does not cover costs related to the Skippers negligence and careless operation of the boat and equipment.

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7. EXTENDING THE RENTAL PERIOD

If the Lessee would like to extend the rental period, the Lessee is required to come to the agreed upon final destination and to contact Ars Nautika d.o.o. in order to obtain written permission for the new time and destination for the return of the boat.

8. RENTAL CANCELLATION

If for any reason, the Lessee (or his crew) should withdraw from boat rental after the vessel reservation (and the deposit has been made), the following rules shall apply:

- Reservation cancellation up to 5 months before the rent of the vessel begins : the deposit is returned completely
- Reservation cancellation less than 5 months before the boat rental begins, the deposit is not returned (the lessor will keep the deposit completely)
- Reservation cancellation because of adverse weather conditions for sailing, the deposit of 30% is not returned (the lessor will keep the deposit of 30% for any unused day).

9. DAMAGE

For all damage done, regardless of the cause, the Lessee is required to immediately inform Ars Nautika d.o.o. who will notify the Lessee on how to rectify the problem. The Lessee will be charged for all unauthorized repairs and replacements. If the Lessee damages equipment or sports equipment (wakeboard, waterski, watertube) from Ars Nautika d.o.o., repairs or replacement of the same will be charged from the security deposit that Lessee payed down during the rent of boat.

10. RESPONSIBILITY OF THE OWNER

Should the boat be unavailable for any reason not related to the Lessee, the Lessee is entitled to claim a refund for the part of the rental period that the boat was unavailable. Ars Nautika d.o.o. will try to provide a similar or better replacement boat for the same price.

11. RETURNING THE BOAT (CHECK-OUT)

The Lessee is required to return the boat to the owner on time at the agreed upon destination. The boat must be clean and tidy, not damaged, and the gas tank(s) must be full. If the boat is not returned on time to the agreed upon destination, the Lessee is required to pay three times the regular daily price for each day overdue (each day begun is considered a full day) and to pay Ars Nautika d.o.o. related to the late return. The late return can be justified in the case of force majeure provided that the Lessee immediately informs Ars Nautika d.o.o. Costs for lost or damaged boat parts and/or equipment caused by the Lessee and his/her crew due to negligence and careless operation of the boat will be deducted from the deposit. Should the boat not be returned clean and tidy, the owner will deduct the cleaning fees from the deposit. Should the gas tank(s) not be full, the owner will deduct the required amount to fill the gas tank(s) from the deposit.

12. INSURANCE

The boat, equipment and crew are insured for all damages and losses exceeding the deductible depending on the type of rented boat. The boat and the boat leader are insured for damages done to a third party. All damages and/or losses covered by the insurance must be immediately reported to Ars Nautika d.o.o.

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**13. RESPONSIBILITY OF THE LESSEE**

The Lessee is required to pay the owner for all material and legal costs not covered by the insurance that are the result of the Lessees deeds and negligence for which the owner is responsible to a third party. The Lessee is particularly responsible in the case of boat confiscation due to unlawful activity. In the case of accident and/or shipwreck, the Lessee is required to record the course of events or obtain a written note from the Harbor Master's Office, from a doctor or from other authorized parties, as well as to immediately inform Ars Nautika d.o.o. In the case that the boat is missing, confiscated, or driving is not possible or is forbidden by an authorized party or other, the Lessee is required to inform Ars Nautika d.o.o. and the authorized parties. The Lessee is required to check the oil level daily before starting engines. The Lessee is responsible for damages and losses due to the lack of oil in the engine. Damages caused to parts of the boat under the water level caused by the Lessees negligence and careless operation will be charged to the Lessee.

14. LOSS OF PROPERTY

Ars Nautika d.o.o. is not responsible for the loss and/or damage to the Lessees or third party's property placed on the boat, in Ars Nautika d.o.o. office. By signing this Agreement, the Lessee renounces claims to compensation for this type of losses and damages from Ars Nautika d.o.o.

15. VALIDITY OF CONTRACT

The contract is valid from the moment of signing the contract by the client until the rent finishes.

16. OBJECTION

For eventual conflicts following from this Contract, both parts will try to solve them by common consent. If so wouldnt be possible the court and the material law of the Republic of Croatia will be determined as authoritative. For the interpretation of this contract the court and the material law of the Republic of Croatia will consider the text written in croatian legally worthy.

17. STATEMENT

I declare that I am fit to manage boats and I take full responsibility for me and my crew. For eventual violations of the law and accidents which I would cause by my guilt, I bear the consequences .

ARS NAUTIKA D.O.O.